

1 the bounds of this because if I don't happen to be  
2 one of those IXC's with a CLEC affiliate, then I  
3 don't get the advantage of that. Or are you saying  
4 I do?

5 MR. GOLDFARB: I think you do, but my  
6 testimony was not addressing that, but--because I  
7 was looking at the local Interconnection Agreement,  
8 but I believe it would.

9 MR. GARY: Is there no need now for LIDB  
10 provisions in interstate tariffs? Is that your  
11 testimony?

12 MR. GOLDFARB: Not necessarily. I don't  
13 know every carrier out there that might be seeking  
14 LIDB. There might be a carrier that would seek to  
15 purchase LIDB as a special access service.

16 MR. GARY: Have you pondered whether the  
17 251(g) provisions that make the Telecommunications  
18 Act of '96 not applicable to access is applicable  
19 here, or is that not part of your thought process?

20 MR. GOLDFARB: I don't think so. There  
21 was discussion earlier, and that--and I think the  
22 Commission order I would have to check out the

1 paragraph number, but the way the Commission has  
2 interpreted 251(g) is explicitly that it would  
3 not--that it was not put in in order to just  
4 protect the revenue stream of the ILECs forever,  
5 that 251(g) had other purposes.

6 MR. GARY: And you got as far as allowing  
7 the access charge tariffs to be nullified?

8 MR. GOLDFARB: No. It simply said that  
9 251(g) was--did not mean that UNEs could not be  
10 used for exchange access services or for  
11 interexchange carriers, interexchange services.

12 MR. GARY: Mr. Goldfarb, if WorldCom were  
13 a local carrier of a customer, and that customer  
14 used an IXC that did not have a CLEC affiliate, and  
15 their customer or that customer makes an interstate  
16 collect call, that would require a LIDB dip,  
17 wouldn't it?

18 MR. GOLDFARB: Yes.

19 MR. GARY: Would WorldCom pay for that  
20 LIDB dip, or would the interexchange carrier pay  
21 for that LIDB dip?

22 MR. GOLDFARB: In this question, is

1 WorldCom providing the exchange access service for  
2 this--if WorldCom is providing exchange access  
3 service, then it is--it is using the UNE to provide  
4 exchange access service to an IXC.

5 MR. GARY: I think that's the question, is  
6 whether WorldCom as the local carrier and IXC  
7 unaffiliated with the CLEC is the long-distance  
8 carrier. He's the picked carrier. A collect call,  
9 interstate collect call, is made by the customer,  
10 presumably over his IXC-picked carrier. There is a  
11 LIDB dip. Who pays the LIDB dip? Is it the IXC  
12 carrier or somehow the local carrier?

13 MR. GOLDFARB: I would imagine it would  
14 depend on whatever the relationship is, explicitly  
15 the contractual relationship, between the IXC and  
16 the WorldCom with the local carrier, but the  
17 WorldCom could be providing that, and  
18 therefore--LIDB, and therefore it would be paying  
19 for the LIDB dip.

20 MR. GARY: Have you ever seen any  
21 contracts by which the local companies paying the  
22 LIDB dips for interstate calls?

1 MR. GOLDFARB: I have not reviewed such  
2 contracts one way or the other.

3 MR. GARY: Okay. I would like to move now  
4 to issue 24.

5 Mr. Caputo, that's you.

6 MR. CAPUTO: Yes.

7 MR. GARY: This issue is directory  
8 assistance license agreement.

9 I think we are in agreement that there  
10 actually is a directory assistance license  
11 agreement in effect between Verizon Virginia and  
12 WorldCom, are we not?

13 MR. CAPUTO: Yes, that's correct. There  
14 is a directory assistance listing agreement between  
15 the two companies.

16 MR. GARY: Do you know when that agreement  
17 would expire?

18 MR. CAPUTO: I believe currently that it  
19 would expire, or could expire, in 2002.

20 MR. GARY: Now, you put that license  
21 agreement as Attachment EC-1 to your testimony,  
22 which is WorldCom's Exhibit 10, have you not?

1 MR. CAPUTO: Yes.

2 MR. GARY: Could we look at that for a  
3 moment.

4 Now, this is marked page 26 of your  
5 testimony. Is that what we are looking at? Flip  
6 it over to get to page 26.

7 MR. CAPUTO: Attachment two?

8 MR. GARY: Yes.

9 This is the current directory assistance  
10 license agreement?

11 MR. CAPUTO: Yes.

12 MR. GARY: Now, on page 26, the provision  
13 there, first provision is called "term." Do you  
14 see that?

15 MR. CAPUTO: Yes, I do.

16 MR. GARY: And this says that the term  
17 shall be three years commencing on December 1,  
18 1998, and ending November 30, 2001; is that  
19 correct?

20 MR. CAPUTO: That's correct.

21 MR. GARY: And that is extended  
22 automatically for subsequent years unless 180 days'

1 notice has been given; correct?

2 MR. CAPUTO: Yes, that's correct.

3 MR. GARY: And I think we agree that in  
4 the year 2001 that we are now in, no notice was  
5 given by either WorldCom or Verizon Virginia, and  
6 this license agreement has gone on for another  
7 year.

8 MR. CAPUTO: Yes, that's correct.

9 MR. GARY: That's consistent with your  
10 statement a moment ago that it won't expire until  
11 November 30, 2002.

12 MR. CAPUTO: That's correct.

13 MR. GARY: Now, are you familiar with  
14 Verizon Virginia's testimony that they have no  
15 intention of exercising the option to terminate  
16 this agreement?

17 MR. CAPUTO: I'm aware of their  
18 testimony--I'm aware of Verizon's testimony where  
19 they state they have no intention of doing that,  
20 but whether someone intends to do something or  
21 whether they actually do something is--is not  
22 something that I have control over, and so while

1 Verizon can very well say they don't intend to not  
2 renew the agreement, they can very well not renew  
3 the agreement with 180 days' notice.

4 MR. GARY: Do you have any idea now or any  
5 information as to whether WorldCom is thinking  
6 about terminating this agreement, or you don't  
7 know?

8 MR. CAPUTO: I don't know at this time.

9 MR. GARY: Let's assume the worst case and  
10 it is terminated. One side gives notice of 180  
11 days before November 30, 2002.

12 Now, what happens after that date? Does  
13 this agreement go away, the terms and conditions of  
14 this agreement?

15 MR. CAPUTO: Well, I believe that the  
16 agreement has terms and conditions that allow both  
17 parties to continue to negotiate for a successor  
18 agreement.

19 MR. GARY: Right. And one of WorldCom's  
20 concerns with this in this proceeding is that this  
21 agreement might go away, and you're concerned about  
22 what happens after that; correct?

1 MR. CAPUTO: That's correct.

2 MR. GARY: Looking further in this  
3 provision for term, and I'm looking at the last  
4 sentence that begins on line 10 on page 26, and it  
5 says that in the event either party elects not to  
6 renew this agreement, the licensee, which I think  
7 is WorldCom, and the telephone company, will in  
8 good faith negotiate an agreement to succeed this  
9 agreement.

10 MR. CAPUTO: Yes.

11 MR. GARY: And during such negotiations,  
12 this agreement will remain in full force and effect  
13 until the earlier of one of two things. One is the  
14 execution of a succeeding agreement by licensee and  
15 the telephone company; or two, two years after the  
16 date on which the agreement would have expired.

17 So, it is fully within WorldCom's ability  
18 to have this agreement extend out to November 30,  
19 2004, isn't it? Unless you agree on a different  
20 agreement before that.

21 MR. CAPUTO: That's potentially true, but  
22 if the parties are unable to reach an agreement

1 after two years, then there is no agreement, and  
2 there is a possibility then that WorldCom would not  
3 be able to have access to the directory assistance  
4 listings of Verizon. And that's why we would  
5 prefer that this agreement be referenced in the  
6 Interconnection Agreement.

7 MR. GARY: You say you wouldn't have  
8 ability to access directory assistance. You would  
9 have the ability to access it. Verizon has that  
10 responsibility, doesn't it?

11 MR. CAPUTO: Through an agreement, yes.

12 MR. GARY: But at a minimum, this contract  
13 goes on until November 30, 2004, and if we have a  
14 three-year Interconnection Agreement that begins  
15 January 1, 2002, then that agreement, would it not,  
16 would end on December 30, 2004, only 30 days after  
17 this agreement expires? So, we got pretty much  
18 coterminous agreements, don't we?

19 MR. CAPUTO: They're not exactly  
20 coterminous, but that's not the point. The point  
21 is that, under an Interconnection Agreement, we  
22 have certain opportunities to exercise other

1 options in terms of our ability to have arbitration  
2 or to work through a process to provide us the  
3 listing information should we need it, and be  
4 unable to, for whatever reason, to negotiate a  
5 successor agreement.

6 MR. GARY: Are you suggesting that the  
7 Interconnection Agreement somehow is going to amend  
8 this agreement?

9 MR. CAPUTO: No, not at all.

10 MR. GARY: So, this agreement is good, in  
11 effect, at least until November 30, 2004?

12 MR. CAPUTO: It's good through 2002, as  
13 it's presently--as present.

14 MR. GARY: But by its terms goes to 2004?

15 MR. CAPUTO: Only if neither party gives  
16 the other party notice of termination.

17 MR. GARY: Let's go back. It's not that.  
18 It's that unless agreement reached prior to  
19 November 30, 2004--

20 MR. CAPUTO: I'm sorry, you're correct.

21 MR. GARY: Is there not a Settlement  
22 Agreement in place where arbitrations are not

1 supposed to be brought as long as this agreement is  
2 in effect?

3 MR. CAPUTO: We are not arbitrating any of  
4 the terms and conditions of this agreement.

5 MR. GARY: That's what you believe? This  
6 is not an arbitration?

7 MR. CAPUTO: We are not arbitrating the  
8 terms and conditions of the agreement. All we are  
9 asking for is that this agreement be associated by  
10 reference in the Interconnect Agreement.

11 MR. GARY: Okay. I would like to move on  
12 to CNAM for a moment.

13 Mr. Lehmkuhl, your counsel got into the  
14 discussion a moment ago with Mr. Woodbury about  
15 directory assistance and how the directory  
16 assistance database might somehow relate to the  
17 CNAM database. Did you hear that exchange?

18 MR. LEHMKUHL: Yes, I did. They're  
19 somewhat similar in what we're asking for. They're  
20 not similar in function.

21 MR. GARY: Let me get to that because  
22 that's exactly the point.

1           Now, directory assistance database is one  
2 that is used--we all use it, 411, and you call the  
3 operator, and you say--

4           MR. LEHMKUHL: Excuse me. We don't have  
5 411 capability.

6           MR. GARY: Whatever your capabilities are,  
7 I presume your customers can reach directory  
8 assistance.

9           MR. LEHMKUHL: Not through 411, but yes.

10          ARBITRATOR ATTWOOD: Duly noted.

11          MR. GARY: And they asked the operator,  
12 can you tell me Mr. Lehmkuhl's--I think that's a  
13 bad example--Mr. Smith's number on main street.

14          MR. LEHMKUHL: Yes.

15          MR. GARY: And the operator says I got 17  
16 Smiths on main street, and you say what's the first  
17 name, and they have a discussion and they get to a  
18 number; is that correct?

19          MR. LEHMKUHL: Yes.

20          MR. GARY: So, there is a need to have a  
21 dump of the database because there is manipulation  
22 of this database in order to respond to the

1 customer.

2 MR. LEHMKUHL: Well, not only that, but  
3 even when there was a time when we had to dip each  
4 and every piece of information for the directory  
5 assistance database, we had to go in and dip  
6 multiple times, any time anybody wanted the number  
7 for Larry's ice cream shop or their grandmother or  
8 whoever.

9 MR. GARY: And that's history?

10 MR. LEHMKUHL: Yes, fairly recent, but  
11 yes.

12 MR. GARY: You now have the directory  
13 database and your operators can manipulate and do  
14 what they need to do?

15 MR. LEHMKUHL: Yes.

16 MR. GARY: The CNAM database, as I  
17 understand it, is that database that when someone  
18 has caller ID, they get that ring within the blink  
19 of an eye, up comes a number, maybe a name, and  
20 that is the dip into the CNAM, and it's instant,  
21 more or less, and it's right there in front of you.  
22 Is that the database we are talking about?

1 MR. LEHMKUHL: Yes, that's correct.

2 MR. GARY: There is no manipulation,  
3 that's it, done, and that call is over.

4 MR. LEHMKUHL: Yes.

5 MR. GARY: So, when you look at the need  
6 for a dump for a CNAM database, you don't have that  
7 need to manipulate, it's instant in-out-finish; is  
8 that right?

9 MR. LEHMKUHL: I don't think that's a fair  
10 characterization. When the CNAM database in the  
11 Remand Order was classified as an unbundled network  
12 element, along came with that the fact that CLECs  
13 could use it to provide any telecommunications  
14 service.

15 Now, I'm not here to suggest that we are  
16 necessarily going to use it for any other  
17 telecommunications service other than CNAM, but we  
18 want the opportunity to have that database to  
19 expand our full rights under the Act and as a UNE.  
20 Congress has even with the Act from what I have  
21 been able to tell, has been trying to encourage new  
22 and innovative services. And this is something we

1 would like to explore, but we certainly can't if we  
2 get it dip by dip by dip.

3 MR. GARY: As far as the CNAM database,  
4 it's for the purpose it's designed it is now  
5 working, okay? Can we agree on that?

6 MR. LEHMKUHL: Who?

7 MR. GARY: The caller ID comes up numbers  
8 there, name is there, and it's working.

9 MR. LEHMKUHL: It depends on whose system.

10 MR. GARY: Verizon Virginia, there is no  
11 complaint about that system?

12 MR. LEHMKUHL: None that I'm specifically  
13 aware of.

14 MR. GARY: No further questions.

15 ARBITRATOR ATTWOOD: We are going to try  
16 to get through staff questions, so could we have  
17 Verizon's witness back, please. We want you not to  
18 have to come back tomorrow, so we want to get  
19 through this panel.

20 QUESTIONS FROM STAFF

21 MR. STANLEY: My name is John Stanley, and  
22 I will ask a couple of questions on issue IV-23 and

1 IV-25.

2 First issue, IV-23, and I would direct  
3 this question to Verizon's witness. By Verizon's  
4 proposed language, I understand that Verizon seeks  
5 to distinguish between the use of the LIDB UNE for  
6 local calls and the use of the LIDB UNE for other  
7 calls; for example, access traffic.

8 Is that correct?

9 MR. WOODBURY: Yes.

10 MR. STANLEY: Is this the current practice  
11 between the parties in Virginia?

12 MR. WOODBURY: Between MCI and--

13 MR. STANLEY: Is it the current practice  
14 for Verizon to distinguish between use of the LIDB  
15 UNE for local calls and for other calls?

16 MR. WOODBURY: That's the way we  
17 understand the law to dictate.

18 And if the question is does everybody  
19 adhere to that distinction for local calls having  
20 UNE and access calls being through an access OPC?  
21 Not everybody does that, no.

22 ARBITRATOR ATTWOOD: The question is:

1 Does WorldCom pay you two different rates  
2 currently?

3 MR. WOODBURY: There are two different  
4 rates, and WorldCom pays against those rates today  
5 for some of that traffic, yes.

6 MR. STANLEY: So, I guess when WorldCom  
7 today uses the LIDB UNE for calls other than local  
8 calls, is it--what type of rate is it paying?

9 MR. WOODBURY: I think it's one and a half  
10 cents as a UNE. Was that the question?

11 MR. STANLEY: I didn't phrase it very  
12 well, but let me ask: When WorldCom uses the LIDB  
13 UNE for local calls, what type of rate would it  
14 pay?

15 MR. WOODBURY: I believe the UNE rate is  
16 in the neighborhood of one and a half cents.

17 MR. STANLEY: When WorldCom uses the LIDB  
18 UNE today in Virginia for calls other than local  
19 calls--for example, access traffic--what type of  
20 rate would it pay?

21 MR. WOODBURY: I believe it's in the  
22 neighborhood of four cents.

1 ARBITRATOR ATTWOOD: Mr. Goldfarb, is that  
2 your understanding of what happens today?

3 MR. GOLDFARB: I actually don't have very  
4 detailed knowledge of what's going on today in  
5 terms of the actual charges.

6 MR. WOODBURY: May I offer more?

7 MR. STANLEY: Let me follow up with  
8 Mr. Goldfarb.

9 Forget about the exact price. Do you  
10 understand or do you know if in Virginia now there  
11 are two different rates charged for those two  
12 different types of uses of LIDB?

13 MR. GOLDFARB: I believe there are, yes.

14 MR. STANLEY: Okay. This one is for  
15 Verizon. How long has this practice in your  
16 understanding been that there were two different  
17 rates for use of the LIDB UNE? Has this practice  
18 of having two different rates for the two different  
19 uses of the LIDB UNE been in existence since the  
20 1996 Act?

21 MR. WOODBURY: The LIDB FCC 1 tariff that  
22 Verizon and before that Bell Atlantic filed and had

1 approved rates with the FCC was in the neighborhood  
2 of 1988, 1989. And UNE rates, of course, have come  
3 up since the Act, and I'm not sure what that date  
4 was.

5 MR. STANLEY: Do you know, has it been  
6 Verizon's consistent policy to charge a local  
7 carrier an access rate for when the local carrier  
8 uses the LIDB UNE for something other than a local  
9 call?

10 MR. WOODBURY: Well, what happens is that  
11 we are unable to determine what the nature of the  
12 call is other than the identifying the calls are  
13 associated with an originating point code. So, we  
14 charge based on calls that are delivered to our  
15 LIDB queries that are delivered to our LIDB through  
16 an originating point code associated with local  
17 traffic, we will charge the UNE rate.

18 And we will charge the access rate to  
19 calls that are queried from a switch within an  
20 originating point code that says this is an access  
21 call. Whether or not the calls are truly access or  
22 truly local, we have no way of identifying that.

1 MS. FARROBA: Are you familiar with the  
2 terms of the current Interconnection Agreement in  
3 Virginia between WorldCom and Verizon on this  
4 issue?

5 MR. WOODBURY: I couldn't recount it to  
6 you, no.

7 MS. FARROBA: Okay. So, would you be able  
8 to tell us whether at the time that agreement was  
9 entered into this was the practice?

10 MR. WOODBURY: The practice is always that  
11 local calls are entitled to UNE rates, and should  
12 be delivered from a switch that identifies itself  
13 by a local point code.

14 MS. FARROBA: Okay.

15 MR. STANLEY: In your testimony, you  
16 stated that, based on my understanding of your  
17 testimony, one of the central reasons, the central  
18 justifications for Verizon charging--having this  
19 two-track system was the supplemental order  
20 clarification.

21 I'm wondering whether Verizon's policy  
22 changed after the supplemental order clarification,

1 or whether Verizon had this two-track system in  
2 place since the '96 Act and since before the '96  
3 Act.

4 MR. WOODBURY: Yeah. I mean, it's not a  
5 policy change. When we came with UNE rates and had  
6 them approved in Virginia, as I understand it, the  
7 purpose of UNE rates is to enable local  
8 competition, and therefore a local provider is  
9 entitled to rates that are at cost. That would  
10 be--so a local call would be subject to a rate  
11 associated with the UNE.

12 The interexchange carrier calls which have  
13 been handled via LIDB dips again since the FCC 1  
14 tariff was approved by the FCC somewhere in around  
15 1990 has already been associated with traffic that  
16 was carried on to interexchange carrier's network.  
17 So, there has been no change in that relationship.

18 ARBITRATOR ATTWOOD: Can I ask that to the  
19 extent--as a factual matter, I want to understand,  
20 after the local competition order which would have  
21 been in 1996 through to the supplemental  
22 clarification order, whether as a factual matter

1 your relationship, your billing relationship, with  
2 MCI for LIDB dips reflected two different billing  
3 rates for the LIDB services? Can you go back and  
4 look? Because I realized that you don't know at  
5 this time as we are sitting here today, and I  
6 realize, Mr. Goldfarb, you don't know as we sit  
7 here today, but I asked that you look to--I'm  
8 trying to understand what your practice was. And  
9 as we indicated earlier, we understand your  
10 testimony and the basis for your position, but we  
11 are just trying to understand because the  
12 supplemental clarification order is of recent  
13 vintage. It was, I believe, in 2000, June 2000.

14           So, the question is: Could we go back and  
15 just understand, based on the relationship between  
16 the party and the prior Interconnection Agreement  
17 in Virginia, whether there were, in fact, payments  
18 made under a two-tiered rate scheme? Could I ask  
19 you to go back and look at that?

20           MR. WOODBURY: Surely.

21           MR. GOLDFARB: We will do that.

22           ARBITRATOR ATTWOOD: That will help

1 clarify the factual record for us.

2 MS. FAGLIONI: Is there any chance we are  
3 moving on the next subpanel?

4 ARBITRATOR ATTWOOD: You could let the  
5 witness go. We are going to finish with this  
6 panel, though.

7 MS. FAGLIONI: Thank you.

8 MR. STANLEY: I have no further questions  
9 on issue IV-23. I have a couple of questions on  
10 issue IV-25.

11 First of all, for Verizon, is the query  
12 access currently made available to WorldCom, the  
13 per debt basis, the same access that Verizon has  
14 and uses for the CNAM database?

15 MR. WOODBURY: Yes. It's identical.

16 MR. STANLEY: And for WorldCom, is it your  
17 position that Verizon uses the CNAM database in any  
18 way other than a per-dip basis?

19 MR. LEHMKUHL: We really have no way of  
20 knowing how else they use it, but one can only  
21 assume that since they own the entire database that  
22 they use it for other things.

1 I think I also indicated in my testimony  
2 that with all the other things that they seem to  
3 keep in the database that it probably might be used  
4 for something else, but I can't really say that for  
5 sure.

6 ARBITRATOR ATTWOOD: John, I'm sorry,  
7 because I want to make sure that I'm clear about  
8 what I'm asking you to look for.

9 In addition to understanding what the  
10 practice was until June of 2000, I believe that  
11 your testimony, both Verizon's witness and  
12 WorldCom's witness were unclear as to exactly what  
13 happens now in terms of the payment obligations. I  
14 understand as a legal matter the position of what  
15 Verizon has asserted, but could I ask that you also  
16 look at what, in fact, the payment has been  
17 currently under--beyond the June 2000 period as  
18 well.

19 Thank you. I'm sorry to digress.

20 MR. STANLEY: Another question for  
21 WorldCom. Your direct testimony states that  
22 per-dip inquiries are very expensive for

1 competitors.

2           Are there any specifics in the record  
3 about the expense to competitors of having to do a  
4 per-dip inquiry? And are you prepared at all today  
5 to talk about specifics about the added expense, if  
6 any, to competitors?

7           MR. LEHMKUHL: Well, I can't give you any  
8 specific quantifiable numbers, but if you look at  
9 it from the extent that if we have to do--say  
10 you--if you call your parents three or four, five,  
11 ten times a day, that's five dips or that's five to  
12 ten dips that have to be done to the same number;  
13 whereas if you called them once, you are only going  
14 to get charged once.

15           But if we had the database, we would only  
16 get charged for that number--for that number once  
17 rather than 10 different times.

18           MR. STANLEY: I understand that.

19           MR. LEHMKUHL: That's about the extent to  
20 which I can--

21           MR. STANLEY: I was looking to see if  
22 there was anything in the record, if you could

1 quantify that, but I understand your testimony that  
2 the frequency adds up.

3 MR. LEHMKUHL: Right.

4 MR. STANLEY: Just one more question for  
5 Verizon. I wasn't quite clear on your position  
6 from the testimony in the rebuttal. Is it your  
7 position that it's impossible or impractical for  
8 Verizon to provide batch access to the CNAM  
9 database?

10 MR. WOODBURY: Not that it's impossible.  
11 We haven't explored how to do that. We have to  
12 work with the vendor and define what the  
13 requirements were and--I mean, vendors almost--most  
14 things are technically feasible. I assume that  
15 this would be technically feasible, but all the  
16 development work would need to be done in order to  
17 enable that, and frankly we don't know how we would  
18 do that, but it's likely that it's technically  
19 feasible.

20 MR. STANLEY: Thank you.

21 MR. KEHOE: I'm William Kehoe. I have  
22 just a very few questions. I would like to begin

1 with WorldCom on issue IV-8 which concerns operator  
2 services and directory assistance trunking  
3 arrangements.

4 First, Mr. Caputo, can you define busy  
5 signal verify?

6 MR. CAPUTO: Yes. If one party is trying  
7 to reach another party and they get a busy signal  
8 when they call that line, there is a capability for  
9 an operator to listen in on that line and determine  
10 whether, in fact, the number is, in fact, busy or  
11 if there is some problem with the circuit or the  
12 network or some other factor.

13 MR. KEHOE: Thank you.

14 I have a question about when you do not  
15 purchase operator services from Verizon and you  
16 make operator-to-operator calls, in that  
17 circumstance, do you need to get the call detail  
18 from Verizon?

19 MR. CAPUTO: I'm not sure exactly what you  
20 mean, but what's really occurring is that an MCI  
21 operator would be calling a Verizon operator, and  
22 typically the parties would charge each other for

1 that type of service. So, I'm not sure we would  
2 get billing detail, but we would certainly get a  
3 charge for that from Verizon, and Verizon would get  
4 charged by us if they placed the call to our  
5 operator for an operator-to-operator type function.

6 MR. KEHOE: Do you need to receive  
7 information from Verizon in order for you to bill  
8 your own customer?

9 MR. CAPUTO: I'm not sure of the answer to  
10 that question.

11 MR. KEHOE: Could you check and supply  
12 that answer for the record?

13 MR. CAPUTO: Yes.

14 MR. KEHOE: And that's all I have on issue  
15 IV-8.

16 On issues IV-80 and IV-81, I have a  
17 question for Verizon.

18 In the event that your AIN network is not  
19 able to provide customized routing for WorldCom,  
20 how do you propose to deliver the calls?

21 MR. WOODBURY: Well, we have already  
22 tested the AIN network in our labs. I mean, we

1 could deliver the calls. The issue is feature  
2 Group D, which is not industry standard. So, we  
3 can deliver the calls to WorldCom, but passing it  
4 to through the feature Group D requires some  
5 additional technology. AIN has proven to be one of  
6 those technologies that will facilitate that.

7           So, we are confident through our testing  
8 internally, and we are prepared to test with MCI,  
9 whenever they are ready, that we can deliver the  
10 service.

11           MR. KEHOE: So, your proposal, then, would  
12 be that if the AIN network doesn't deliver the  
13 calls to feature Group D, what would be your  
14 proposal? That it go some other place for  
15 WorldCom?

16           MR. WOODBURY: WorldCom doesn't use us for  
17 operator services today in Virginia.

18           MR. KEHOE: So, you would propose that  
19 they revert back to the current arrangement?

20           MR. WOODBURY: Well, they already have a  
21 current arrangement.

22           I think this is--I don't have a straight

1 answer for you other than feature Group D signaling  
2 with AIN technology will work, does work. We have  
3 proven that ourselves. We are ready to prove it to  
4 MCI.

5 MR. KEHOE: Thank you.

6 And the final issue is issue IV-24, and I  
7 think I can bring this day to a close by not having  
8 any questions.

9 ARBITRATOR ATTWOOD: Any follow-up  
10 examination from either side?

11 MR. GARY: No redirect.

12 MR. FREIFELD: No, sir.

13 ARBITRATOR ATTWOOD: Thank you very much  
14 for your time.

15 MS. FARROBA: That concludes panel number  
16 four, subpanel four.

17 MR. DYGART: We will reconvene with  
18 subpanel six tomorrow morning for what we remain  
19 optimistic for a short period of time, and move on  
20 to the advanced services questions.

21 MR. GARY: We waived cross on the last  
22 panel, but I take it the staff has cross?

1 MS. FARROBA: That's correct.

2 MR. GARY: We will start there in the  
3 morning?

4 MS. FARROBA: Yes. The intent is to get  
5 through subpanel six on UNEs and the advanced  
6 serves issues and resale issues.

7 (Whereupon, at 7:10 p.m., the hearing was  
8 adjourned until 9:30 a.m. the following day.)

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***CERTIFICATE OF NOTARY PUBLIC***

I, **DAVID A. KASDAN, RMR**, the officer before whom the foregoing deposition was taken, do hereby testify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me stenographically and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto nor financially or otherwise interested in the outcome of the action.

A handwritten signature in black ink, appearing to read "David A. Kasdan", is written over a horizontal line.

**DAVID A. KASDAN, RMR**

Notary Public in and for  
the District of Columbia

My commission expires: October 1, 2004